

## DOUGLAS COUNTY

Receiving No. 15067

Reg. No. 3029  
Fee Paid \$5.00M O R T G A G E

THIS INDENTURE, Made this 18th day of June, 1942, by and between Carl V. Van Hoesen and Elnora Van Hoesen, his wife of Douglas County, Kansas, Mortgagor, and The Security Benefit Association, a corporation organized and existing under the laws of Kansas, Mortgagee:

WITNESSETH, That the Mortgagor, for and in consideration of the sum of TWO THOUSAND and 00/100 Dollars (\$2,000.00), the receipt of which is hereby acknowledged, does by these presents mortgage and warrant unto the Mortgagee, its successors and assigns, forever, the following-described real estate, situated in the County of Douglas, State of Kansas, to wit:

Beginning at a point Two Hundred Twenty and Five Tenths (220.5) feet East of the West line and One Thousand Fourteen (1014) feet, more or less, South of the North line of the Northeast Quarter of Section Six (6), Township Thirteen (13), Range Twenty (20) on the South line of the roadway conveyed by the deed recorded in Book 109, page 373 of the records of Douglas County, Kansas, thence East Forty-five (45) feet, thence South One Hundred Eighteen (118) feet, thence East Forty-eight (48) feet, more or less, to the West line of the land conveyed to Thomas H. Chandler by the deed recorded in Book 105, Page 37 of the records of Douglas County, Kansas, thence South One Hundred Twenty-two (122) feet, thence West Ninety-three (93) feet, more or less, to a point Two Hundred Forty (240) feet South of the place of beginning, thence North to the place of beginning

The Mortgagor further agrees that should this mortgage and the note secured hereby not be eligible for insurance under the National Housing Act within eight (8) months from the date hereof, written statement of any officer or authorized agent of the Federal Housing Administration dated subsequent to the eight (8) months time from the date of this mortgage declining to insure said note and this mortgage being deemed conclusive proof of such ineligibility) the Mortgagee or the holder of the note may, at its option, declare all sums secured hereby immediately due and payable.

TO HAVE AND TO HOLD the premises described, together with all and singular the tenements, hereditaments and appurtenances thereunto belonging, and the rents, issues and profits thereof; and also all apparatus, machinery, fixtures, chattels, furnaces, heaters, ranges, mantels, gas and electric light fixtures, elevators, screens, screen doors, awnings, blinds and all other fixtures of whatever kind and nature at present contained or hereafter placed in the buildings now or hereafter standing on the said real estate, and all structures, gas and oil tanks and equipment erected or placed in or upon the said real estate or attached to or used in connection with the said real estate, or to any pipes or fixtures therein for the purpose of heating, lighting, or as part of the plumbing therein, or for any other purpose appertaining to the present or future use or improvement of the said real estate, whether such apparatus machinery, fixtures or chattels have or would become part of the said real estate by such attachment thereto, or not, all of which apparatus machinery, chattels, and fixtures shall be considered as annexed to and forming a part of the freehold and covered by this mortgage; and also all the estate right, title and interest of the Mortgagor of, in and to the mortgaged premises unto the Mortgagee, forever.

And the Mortgagor covenants with the Mortgagee that he is lawfully seized in fee of the premises hereby conveyed, that he has good right to sell and convey the same, as aforesaid, and that he will warrant, and defend the title/forever against the claims and demands of all persons whomsoever.

This mortgage is given to secure the payment of the principal sum of TWO THOUSAND and 00/100 --Dollars (\$2,000.00) as evidenced by a certain promissory note of even date herewith, the terms of which are incorporated herein by reference, payable with interest at the rate of four & one-half per centum (4½%) per annum on the unpaid balance until paid, principal and interest to be paid at the office of The Security Benefit Association in Topeka, Kansas, or at such other place as the holder of the note may designate in writing, in monthly installments of Fifteen and 30/100 Dollars (\$15.30) commencing on the first day of August .. 1942, and on the first day of each month thereafter, until the principal and interest are fully paid except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of July..1957

The Mortgagor covenants and agrees as follows:

1. That he will promptly pay the principal of and interest on the indebtedness evidenced by the said note, at the times and in the manner therein provided. Privilege is reserved to pay the debt in whole, or in an amount equal to one or more monthly payments on the principal that are next due on the note, on the first day of any month prior to maturity; Provided, however, that written notice of an intention to exercise such privilege is given at least thirty (30) days prior to prepayment; and provided further that in the event the debt is paid in full prior to maturity and at that time it is insured under the provisions of the National Housing Act, he will pay to the Grantee an adjusted premium charge of one per centum (1%) of the original principal amount thereof, except that in no event shall the adjusted premium exceed the aggregate amount of premium charges which would have been payable if the mortgage had continued to be insured until maturity; such payment to be applied by the Grantee upon its obligation to the Federal Housing Administrator on account of mortgage insurance.

2. That, together with, and in addition to, the monthly payments of principal and interest payable under the terms of the note secured hereby, the Mortgagor will pay to the Mortgagee until the said note is fully paid the following sums:

- (a) If this mortgage and the note secured hereby are insured under the provisions of the National Housing Act and so long as they continue to be so insured, one-twelfth (1/12) of the annual mortgage insurance premium for the purpose of putting the Mortgagee in funds with which to discharge the said Mortgagee's obligation to the Federal Housing Administrator for mortgage insurance premiums pursuant to the provisions of Title II of the National Housing Act, as amended, and Regulations thereunder. The Mortgagee shall, on the termination of its obligation to pay mortgage insurance premiums, credit to the account of the Mortgagor all payments made under the provisions of this subsection which the Mortgagee has not become obligated to pay to the Federal Housing Administrator.
- (b) A sum equal to the ground rents if any and the taxes and special assessments next due on the premises covered by this mortgage, plus the premiums that will next become due and payable on policies of fire and other hazard insurance on the premises covered hereby (all as estimated by the Mortgagee) less all sums already paid therefor divided by the number of months to elapse before one month prior to the date when such ground rents, premiums, taxes and assessments will become delinquent, such sums to be held by Mortgagee in trust to pay said ground rents, premiums, taxes and special assessments, before the same become delinquent.
- (c) All payments mentioned in the two preceding subsections of this paragraph and all payments to be made under the note secured hereby shall be added together and the aggregate amount thereof shall be paid by the Mortgagor each month in a single payment to be applied by the Mortgagee to the following items in the order set forth:
  - (I) premium charges under the contract of insurance with the Federal Housing Administrator;
  - (II) ground rents, if any, taxes, assessments, fire and other hazard insurance premiums;
  - (III) interest on the note secured hereby; and
  - (IV) amortization of the principal of said note.

Any deficiency in the amount of such aggregate monthly payment shall, unless made good by the Mortgagor prior to the due date of the next such payment, constitute an event of default under this Mortgage. The Mortgagee may collect a "late charge" not to exceed two cents (2¢) for each dollar (\$1) of each payment more than fifteen (15) days in arrears to cover the extra expense involved in handling delinquent payments.

3. That if the total of the payments made by the Mortgagor under (b) of paragraph 1 preceding shall exceed the amount of payments actually made by the Mortgagee for ground rents, taxes and assessments or insurance premiums, as the case may be, such excess shall be credited by the Mortgagee on subsequent payments of the same nature to be made by the Mortgagor. If, however, the monthly payments made by the Mortgagor under (b) of paragraph 2 preceding shall not be sufficient to pay ground rents, taxes and assessments or insurance premiums as the case may be, when the same shall become due and payable, then the Mortgagor shall pay to the Mortgagee

The Security Benefit Association, the mortgagee herein named, does hereby acknowledge the payment of the debt secured by the foregoing mortgage and warrant to Carl V. Van Hoesen and Elnora Van Hoesen, his wife, and in discharge of the same thereof. In witness whereof, we have signed this instrument at Topeka, Kansas, this 18th day of June, 1942.

The above  
 is a true and  
 correct copy  
 of the original  
 as the same  
 appears from  
 the records  
 of the County  
 Clerk of Douglas  
 County, Kansas  
 this 18th day of  
 June, 1942.  
 County Clerk